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account open and unexplained it will be conclusive evidence and will establish the validity of the trust.

Bequest to Charitable Uses—Construction—Validity.—*People v. Powers*, 41 N. E. Rep. 432 (New York). A bequest of property to be disposed of among “charitable and benevolent institutions or corporations” in a city is void for uncertainty as to the beneficiaries. Charitable institutions such as orphan asylums and the like are one class; benevolent associations such as Ancient Order of United Workmen, with numerous others of like character, form another class, while unincorporated institutions would include sewing societies and like organizations found in nearly every circle of society. Difficult if not impracticable to ascertain beneficiaries, and therefore the gift is incapable of being executed by judicial decree.

Carriers—Liability Not Limited—Interstate Commerce.—*Solan v. Chicago, M. & St. P. Ry. Co.*, 63 N. W. Rep. 692 (Ia.). The plaintiff was injured while in charge of cattle on the train of the defendant. The contract of shipment provided that the liability of the company for such an injury should be limited to \$500. The court held that under section 1308 of the Code a corporation could not limit its liability as a common carrier by contract, and that this section of the Code was not a “regulation of interstate commerce,” and did not therefore encroach upon the federal jurisdiction as contended by the defendant.

Carriers—Contract with Agent of Shipper—Limitation of Authority.—*Smith v. Robinson Bros. Lumber Co.*, 34 N. Y. Sup. 518. A shipper of lumber acting as agent for an undisclosed principal contracted with a transportation company to carry a cargo of lumber from Ontonagon to Sandusky, at \$2.50 per thousand, that price being the amount of freight authorized to be paid by the instructions of the principal. While the cargo was being loaded, the agent finding no sales for lumber at Sandusky, directed the master of the vessel to take the cargo to Tonawanda on consideration of the payment of extra freight. Held, that a carrier contracting with the agent of the owner of goods for their transportation, is not affected by a limitation of the agent’s authority to agree on the terms of transportation, but can recover a reasonable compensation therefor.

Contracts—Illegality—Collusive Bidding.—*McMullan v. Hoffman*, 69 Fed. Rep. 509 (Oregon). Two bidders on public works enter